

Exhibit B

Redline

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
JOANN INC., <i>et al.</i> ¹)	Case No. 25-10068 (CTG)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket Nos. 429 and [•]796

**SEVENTEENTH ORDER AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 429] (the “Procedures Order”)² entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and it appearing that the *Seventeenth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [Docket No. [•]796] (the “Rejection Notice”) satisfies the requirements set forth in the Procedures Order; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Procedures Order.

Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Rejection Notice in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Rejection Notice is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Rejection Notice and opportunity for a hearing on the Rejection Notice were appropriate and no other notice need be provided; and this Court having reviewed the Rejection Notice; and this Court having determined that the legal and factual bases set forth in the Rejection Notice establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Contracts set forth in Exhibit 1 attached hereto are hereby rejected as of the Rejection Date established in the Rejection Notice; *provided, however*, if any such Contract is an unexpired lease of non-residential real property (a "Lease"), the rejection effective date shall be the later of (a) the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty may agree and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing, with email being sufficient, of the Debtors' surrender of the premises and (i) turning over keys, key codes, and security codes, if any, to the affected landlord or (ii) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises (the "Rejection Effective Date").

2. Any and all property located on the Debtors' leased premises on the Rejection Effective Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. The applicable Contract counterparty

or counterparties may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. If any affected Rejection Counterparty to a Contract asserts a claim against the Debtors arising from the rejection of the Contract, the Counterparty must file a proof of claim on or before the later of (a) the applicable deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty (30) days after the later of (i) the Rejection Date or, in the case of a Lease, the Rejection Effective Date and (ii) the date of entry of this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

4. Nothing contained in the Rejection Notice or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Rejection Notice or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on

property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Rejection Notice shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

6. Notice of the Rejection Notice as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. Notwithstanding anything to the contrary herein, the Debtors are authorized to remove any Contract from the schedule to the Rejection Notice at any time prior to the Rejection Date.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Rejected Contracts

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
1	MJB ELECTRIC SERVICE CORP	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 05/10/2022	4/30/2025
2	NEW LEAF SERVICE CONTRACTS LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/23/2019	4/30/2025
3	OPTIMUM BUYING LTD.	Jo-Ann Stores, LLC	SECOND AMENDMENT OF BUYING AGENCY AGREEMENT DATED 11/01/2023	4/30/2025
4	OPTIMUM BUYING LTD.	Jo-Ann Stores, LLC	VENDOR SUPPLY AGREEMENT DATED 11/30/2018	4/30/2025
5	PAC-VAN INC	Jo-Ann Stores, LLC	STORAGE CONTAINER LEASE DATED 06/29/2021	4/30/2025
6	PITNEY BOWES INC	Jo-Ann Stores, LLC	INTERNATIONAL LOGISTICS SERVICE AGREEMENT DATED 11/11/2024	4/30/2025
7	RESTORATION SERVICES INC	Jo-Ann Stores, LLC	FACILITIES SERVICE AGREEMENT DATED 06/02/2024	4/30/2025
8	RESTORATION SERVICES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT EXTENSION DATED 03/21/2024	4/30/2025
9	ROLLINS INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 04/17/2023	4/30/2025
10	SACHARA CONSTRUCTION LLC	Jo-Ann Stores, LLC	CONSTRUCTION AND FACILITIES SERVICE AGREEMENT DATED 09/08/2023	4/30/2025
11	SAFETY-KLEEN SYSTEMS INC	Jo-Ann Stores, LLC	HAZARDOUS WASTE MANAGEMENT SERVICE AGREEMENT DATED 10/04/2023	4/30/2025
12	SIMON ROOFING AND SHEET METAL CORP	Jo-Ann Stores, LLC	ROOFING SERVICE AGREEMENT DATED 09/30/2022	4/30/2025
13	SIMON ROOFING AND SHEET METAL CORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C305762 - DATED 11/01/2019	4/30/2025
14	SPENCE FENCE CO ENTERPRISES	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 12/18/2023	4/30/2025
15	SUPPLYONE TAMPA BAY INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 11/20/2023	4/30/2025
16	TRIBURG IMTIARA CONSULTANTS LLP	Jo-Ann Stores, LLC	BUYING AGENCY AGREEMENT DATED 04/01/2021	4/30/2025
17	TRIBURG IMTIARA CONSULTANTS LLP	Jo-Ann Stores, LLC	LICENSE AGREEMENT DATED 04/01/2022	4/30/2025
18	UDEMY INC	Jo-Ann Stores, LLC	LICENSE SERVICE AGREEMENT DATED 11/11/2023	4/30/2025
19	UNIFIED CONSTRUCTION SYSTEMS	Jo-Ann Stores, LLC	BUILDING CONSTRUCTION SERVICE AGREEMENT DATED 04/20/2023	4/30/2025
20	UNIFIED CONSTRUCTION SYSTEMS	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C291940 - DATED 04/20/2020	4/30/2025
21	UNITED STATES PLASTIC CORP	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/25/2022	4/30/2025

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
22	VALLEY PACIFIC PETROL SERVICES INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/10/2023	4/30/2025
23	XENETA AS	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 03/22/2024	4/30/2025
24	ABB CONSTRUCTION LLC	Jo-Ann Stores, LLC	BUILDING CONSTRUCTION SERVICE AGREEMENT DATED 02/15/2024	4/30/2025
25	ABB CONSTRUCTION LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C322848 - DATED 02/15/2021	4/30/2025
26	LAKEVIEW CONSTRUCTION LLC	Jo-Ann Stores, LLC	BUILDING CONSTRUCTION SERVICE AGREEMENT DATED 09/20/2023	4/30/2025
27	LAKEVIEW CONSTRUCTION LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C299955 - DATED 09/20/2021	4/30/2025
28	HEALY CONSTRUCTION SERVICES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C315648 - DATED 05/01/2017	4/30/2025
29	HEALY CONSTRUCTION SERVICES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 05/01/2022	4/30/2025
30	PSG ENERGY SOLUTIONS LLC	Jo-Ann Stores, LLC	LIGHTING SERVICES AGREEMENT DATED 08/10/2023	4/30/2025
31	PSG ENERGY SOLUTIONS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C322096 - DATED 08/10/2020	4/30/2025
32	ANCHOR SIGN INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 12/08/2022	4/30/2025
33	UNIVERSAL PROTECTION SERV LP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C314185 - DATED 12/01/2015	4/30/2025
34	MARCO CONTRACTORS INC	Jo-Ann Stores, LLC	BUILDING CONSTRUCTION SERVICE AGREEMENT DATED 09/05/2023	4/30/2025
35	MARCO CONTRACTORS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C284261 - DATED 08/31/2021	4/30/2025
36	TRI-CITY INDUSTRIAL POWER LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 03/01/2022	4/30/2025
37	TRI-CITY INDUSTRIAL POWER LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C217684 - DATED 05/01/2014	4/30/2025
38	GORDON BROTHERS REALTY SERVICES, LLC	Jo-Ann Stores, LLC	AMENDMENT TO REAL ESTATE CONSULTING AND ADVISORY SERVICES AGREEMENT DATED 12/11/2023	4/30/2025
39	GORDON BROTHERS REALTY SERVICES, LLC	Jo-Ann Stores, LLC	REAL ESTATE CONSULTING AND ADVISORY SERVICES AGREEMENT DATED 10/02/2023	4/30/2025
40	GORDON BROTHERS RETAIL PARTNERS LLC	Jo-Ann Stores, LLC	SERVICES AGREEMENT DATED 04/30/2024	4/30/2025
41	GORDON BROTHERS RETAIL PARTNERS LLC	Jo-Ann Stores, LLC	SERVICES AGREEMENT DATED 10/02/2023	4/30/2025
42	TOP NOTCH CLEANING INC	Jo-Ann Stores, LLC	JANITORIAL SERVICES AGREEMENT DATED 03/06/2023	4/30/2025
43	TOP NOTCH CLEANING INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 03/05/2024	4/30/2025
44	TOP NOTCH CLEANING INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C284478 - DATED 02/01/2016	4/30/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
45	TOP NOTCH CLEANING INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 01/31/2022	4/30/2025
46	OFF DUTY SECURITY INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C311469 - DATED 09/01/2015	4/30/2025
47	AMERICAN FOOD & VENDING	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 05/22/2023	4/30/2025
48	AMERICAN FOOD & VENDING	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C289343 - DATED 05/21/2018	4/30/2025
49	JAY ROOF	Jo-Ann Stores, LLC	FIXTURES SERVICE AGREEMENT DATED 06/07/2023	4/30/2025
50	JAY ROOF	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324720 - DATED 05/02/2022	4/30/2025
51	ENVIRONMENT CONTROL	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C214498 - DATED 09/30/2015	4/30/2025
52	ENVIRONMENT CONTROL	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 10/01/2023	4/30/2025
53	ARLINGTON CONSTRUCTION INC	Jo-Ann Stores, LLC	BUILDING CONSTRUCTION SERVICE AGREEMENT DATED 04/01/2023	4/30/2025
54	ARLINGTON CONSTRUCTION INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C109672 - DATED 04/01/2017	4/30/2025
55	ABM INDUSTRIES GROUPS LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 04/01/2024	4/30/2025
56	ABM INDUSTRIES GROUPS LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 11/01/2022	4/30/2025
57	ABM INDUSTRIES GROUPS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C299945 - DATED 02/01/2015	4/30/2025
58	D H PACE COMPANY INC	Jo-Ann Stores, LLC	DOCK DOORS & EQUIPMENT SERVICE AGREEMENT DATED 11/07/2022	4/30/2025
59	D H PACE COMPANY INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C296276 - DATED 11/05/2018	4/30/2025
60	GPD ASSOCIATES	Jo-Ann Stores, LLC	ARCHITECTURE & INTERIOR DESIGN SERVICE AGREEMENT DATED 02/01/2023	4/30/2025
61	GPD ASSOCIATES	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C101779 - DATED 02/01/2014	4/30/2025
62	WOJCIK BUILDERS INC	Jo-Ann Stores, LLC	BUILDING CONSTRUCTION SERVICE AGREEMENT DATED 01/03/2023	4/30/2025
63	WOJCIK BUILDERS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C295560 - DATED 01/01/2018	4/30/2025
64	CROSBY ELECTRIC CO INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 11/14/2022	4/30/2025
65	INTERFINISH LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C321420 - DATED 11/25/2019	4/30/2025
66	INTERFINISH LLC	Jo-Ann Stores, LLC	FACILITIES SERVICE AGREEMENT DATED 09/03/2024	4/30/2025
67	INTERFINISH LLC	Jo-Ann Stores, LLC	FLOORING SERVICE AGREEMENT DATED 11/25/2022	4/30/2025
68	INTERFINISH LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 05/01/2024	4/30/2025
69	TROPICAL LAWN SERVICE INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 05/01/2024	4/30/2025
70	COMFORT SYSTEMS USA MID SOUTH	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C287450 - DATED 12/01/2015	4/30/2025
71	COMFORT SYSTEMS USA MID SOUTH	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 12/01/2022	4/30/2025
72	HARD FIRE SUPPRESSION SYSTEMS, INC.	Jo-Ann Stores, LLC	FACILITIES SERVICE AGREEMENT DATED 10/10/2024	4/30/2025
73	HARD FIRE SUPPRESSION	Jo-Ann Stores, LLC	FIRE & LIFE SAFETY SERVICE AGREEMENT DATED	4/30/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
	SYSTEMS, INC.		05/01/2023	
74	HARD FIRE SUPPRESSION SYSTEMS, INC.	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C306601 - DATED 05/01/2016	4/30/2025
75	MJM ARCHITECTS LLC	Jo-Ann Stores, LLC	ARCHITECTURE & INTERIOR DESIGN SERVICE AGREEMENT DATED 02/01/2023	4/30/2025
76	MJM ARCHITECTS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C301075 - DATED 02/01/2014	4/30/2025
77	CENTIMARK CORPORATION	Jo-Ann Stores, LLC	Master Service Agreement Dated 06/17/2019	4/30/2025
78	MOUNTVILLE MILLS	Jo-Ann Stores, LLC	FLOORING SERVICE AGREEMENT DATED 12/08/2022	4/30/2025
79	MOUNTVILLE MILLS	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C323903 - DATED 12/08/2021	4/30/2025
80	DONWIL COMPANY INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 10/01/2022	4/30/2025
81	DONWIL COMPANY INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325401 - DATED 10/25/2022	4/30/2025
82	AODK INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325455 - DATED 08/29/2022	4/30/2025
83	AODK INC	Jo-Ann Stores, LLC	ARCHITECTURE SERVICES AGREEMENT DATED 10/09/2023	4/30/2025
84	RELIABLE FIRE & SECURITY SOLUTIONS	Jo-Ann Stores, LLC	FIRE & LIFE SAFETY SERVICE AGREEMENT DATED 05/11/2023	4/30/2025
85	RELIABLE FIRE & SECURITY SOLUTIONS	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C315574 - DATED 05/11/2020	4/30/2025
86	THE LOOK COMPANY INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 06/20/2023	4/30/2025
87	COMMERCIAL CLEANING PROS Jo-Ann Stores, LLC SERVICE AGREEMENT - C318106 - DATED 01/19/2018 4/30/2025 [Left Intentionally Blank]			
88	COMMERCIAL CLEANING PROS Jo-Ann Stores, LLC SERVICE AGREEMENT DATED 10/01/2024 4/30/2025 [Left Intentionally Blank]			
89	HYDROFIRE LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT AMENDMENT DATED 05/21/2024	4/30/2025
90	HYDROFIRE LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT RENEWAL DATED 04/21/2024	4/30/2025
91	HYDROFIRE LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C287005 - DATED 07/30/2015	4/30/2025
92	HYDROFIRE LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 07/30/2024	4/30/2025
93	EMPIRE SUPPLY CO INC	Jo-Ann Stores, LLC	HVAC/R SERVICE AGREEMENT DATED 11/02/2023	4/30/2025
94	EMPIRE SUPPLY CO INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C216260 - DATED 11/02/2015	4/30/2025
95	VISION SOUTHEAST CO INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C289296 - DATED 01/16/2018	4/30/2025
96	VISION SOUTHEAST CO INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 01/17/2024	4/30/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
97	ALVARADO MFG CO INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 10/10/2023	4/30/2025
98	ALVARADO MFG CO INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C109602 - DATED 10/09/2017	4/30/2025
99	COLUMBUS FIRE & SAFETY EQUIP	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 12/20/2022	4/30/2025
100	COLUMBUS FIRE & SAFETY EQUIP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C296275 - DATED 02/01/2016	4/30/2025